

No.  
694231/0090  
JJD:KCE

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants: Kevin Ellis et al.

Group Art Unit: 2171

Application No.: 10/783,862

Examiner:

Filed: February 20, 2004

**For: SYSTEM AND METHOD FOR PROVIDING AN IMPROVED  
GRAPHICAL USER INTERFACE FOR SEARCH**

Date: November 12, 2004

Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**PETITION TO ACCEPT THE SIGNATURE OF THREE JOINT INVENTORS ON  
BEHALF OF THEMSELVES AND ON BEHALF OF A JOINT INVENTOR WHO  
REFUSES TO JOIN IN THE APPLICATION (37 CFR § 1.47(a))**

Sir:

In response to the Notice to File Missing Parts of Application—Filing Date

Granted, dated May 14, 2004, a copy of which is annexed hereto, applicants respectfully petition the Commissioner to accept a Combined Declaration and Power of Attorney signed by three joint inventors on behalf of themselves and on behalf of the other joint inventor who refuses to join in the application. This Petition is made under 37 CFR § 1.47(a).

Accompanying this Petition is the Declaration of James J. DeCarlo, Attorney for signing Applicants and Assignee Yahoo!, Inc., in support of the Petition.

The accompanying Declaration establishes that a diligent effort has been made to secure the execution of the Declaration and Power of Attorney by the absent inventor in the above identified patent application after deposit thereof in the U.S. Patent and Trademark Office. The Declaration also shows that the absent inventor has, by her conduct, refused to join in the

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application, and that the last known residence address of the absent inventor is 675 Kendall Avenue, Palo Alto, CA 94306.

It is respectfully submitted that this Petition and the accompanying Declaration meets all the requirements of 37 C.F.R. § 1.47(a):

1. all of the available joint inventors made the oath or declaration on their own behalf and made the oath or declaration on behalf of the non-signing joint inventor, i.e. the signature block of the nonsigning inventor was left blank;
2. the application is accompanied by proof that the non-signing inventor has assigned all rights to the invention and refuses to respond or execute the application papers;
3. the last-known residence and mailing address of the non-signing joint inventor, Ms. Christina Wodtke, after her employment with Yahoo! ended is 675 Kendall Avenue, Palo Alto, CA 94306; and
4. authorization is given to charge the requisite fee for this Petition under 37 CPR 1.17(h).

It is respectfully submitted that the formal filing requirements have been completed and issuance of an official Filing Receipt is hereby requested.

The commissioner is authorized to charge the \$130 fee under 37 C.F.R. § 1.17(h) for filing an Oath and Declaration on behalf of an inventor who refuses to sign.

Authorization is hereby given to charge any deficiencies in connection with this Petition as well as any other fee which may now or hereafter be due, to Deposit Account No. 19-4709.

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In the event that there are any questions, or should additional information be required, please do not hesitate to contact applicant's attorney at the number listed below.

Respectfully submitted,

---

James J. DeCarlo  
Registration No. 36,120  
Attorney for Applicants  
Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038  
212-806-5400

November 12, 2004

3) Declaration Of James J. DeCarlo In Support Of Petition To Accept The Signature Of Three Joint Inventors On Behalf Of Themselves And On Behalf Of A Joint Inventor Who Refuses To Join In The Application (37 CFR § 1.47(a) (including Exhibits 1-7 appended thereto).

- 4) Petition For Four Month Extension Of Time Under 37 CFR § 1.136(a).
- 5) Copy of Notice To File Missing Parts Of Nonprovisional Application.
- 6) Filing fee pursuant to 37 C.F.R. 1.17(h).
- 7) Certificate Of Mailing By Express Mail (37 CFR § 1.10).

The Commissioner is authorized to charge the \$130.00 late oath or declaration surcharge fee under 37 C.F.R. § 1.16(e), as well as any other fee which may now or hereafter be due, to Deposit Account No. 19-4709.

Early and favorable action is earnestly solicited.

Respectfully submitted,

---

James J. DeCarlo  
Registration No. 36,120  
Attorney for Applicants  
STROOCK & STROOCK & LAVAN LLP  
180 Maiden Lane  
New York, New York 10038-4982  
(212) 806-5400

Docket No.  
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants: Kevin Ellis et al.

Group Art Unit: 2171

Application No.: 10/783,862

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Commissioner for Patents  
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**DECLARATION OF JAMES J. DECARLO IN SUPPORT OF  
PETITION TO ACCEPT THE SIGNATURE OF THREE JOINT INVENTORS  
ON BEHALF OF THEMSELVES AND ON BEHALF OF A JOINT INVENTOR  
WHO REFUSES TO JOIN IN THE APPLICATION (37 CFR § 1.47(a))**

I, JAMES J. DECARLO, hereby declare that:

1. I am a citizen of the United States, a registered patent attorney at the law firm of Stroock & Stroock & Lavan LLP, having offices at 180 Maiden Lane, New York, NY 10038, and attorney for signing applicants and Assignee Yahoo!, Inc., a corporation having offices at 701 First Ave., Sunnyvale, CA 94089, hereinafter referred to as "Yahoo!".

2. I make this Declaration to provide facts in support of a Petition To Accept The Signature Of Three Joint Inventors On Behalf Of Themselves And On Behalf Of A Joint Inventor Who Refuses To Join In The Application (37 CFR § 1.47(a)). The three signing joint inventors are Kevin Ellis, Jennifer Crakow and Qi Lu. The joint inventor who refuses to join in the application is Christina Wodtke.

3. This Declaration is being made based on my first-hand knowledge of the facts recited herein.

4. A copy of an Employee Confidentiality And Assignment Of Inventions

Agreement between Yahoo! and Ms. Wodtke, signed by Ms. Wodtke on November 25, 2002, is attached as Exhibit 1.

5. On April 30, 2003, I filed U.S. Provisional Application Ser. No. 60/466,999 ("Provisional Application").

6. On July 7, 2003 I filed an Assignment of the Provisional Application with the U.S. Patent and Trademark Office. The inventors, including Ms. Wodtke, assigned all right, title and interest to the invention to Yahoo!. The following excerpt was taken from the executed assignment:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the Application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the improvements to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

(A copy of the Assignment is attached as Exhibit 2).

7. The Assignment was recorded on July 10, 2003 at Reel 014249, Frame 0063. A copy of the Corrected Notice of Recordation of Assignment Document is attached as Exhibit 3.

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8. On February 20, 2004, prior to Ms. Wodtke leaving the employment of Yahoo!, I filed U.S. Patent Application Ser. No. 10/783,862, ("Utility Application") claiming priority to the Provisional Application. The Utility Application was filed with an unexecuted Oath and Declaration, and listed Ms. Wodtke as a joint inventor, along with fellow Yahoo! employees Kevin Ellis, Jennifer Crakow and Qi Lu.

9. I am aware that the United States Patent and Trademark Office issued a Notice To File Missing Parts - Filing Date Granted, for U.S. Patent Application Ser. No. 10/783,862, on May 14, 2004.

10. On February 25, 2004, in an attempt to obtain a signed Oath and Declaration, I forwarded to Ms. Wodtke at Yahoo! a reporting letter along with a copy of the application, an Oath and Declaration and new Assignment for signature. In addition, I included a postage paid Federal Express envelope. A copy of the reporting letter, without copies of the enclosures, sent to Ms. Wodtke is attached as Exhibit 4.

11. On June 4, 2004 I informed Ms. Wodtke that an executed Declaration and Power of Attorney is required and enclosed a second copy of the Declaration and Power of Attorney to Ms. Wodtke. The letter and enclosures was send VIA UPS Next Day Air to Ms. Wodtke at Yahoo!. I included a postage paid Federal Express envelope. A copy of the letter, without copies of the enclosures, dated June 4, 2004 is attached as Exhibit 5.

12. Ms. Wodtke left the employment of Yahoo! on June 17, 2004.

13. The last-known residence and mailing address of Ms. Christina Wodtke after her employment with Yahoo! ended is 675 Kendall Avenue, Palo Alto, CA 94306.

14. The last known home telephone number for Ms. Wodtke is 650-858-1844.

15. An associate at my firm, at my direction, also attempted to contact Ms. Wodtke via e-mail on September 23, 2004 to obtain a previously forwarded copy of the Declaration. Ms. Wodtke's last known e-mail address is CWODTKE@ELEGANTHACK.COM. No response was received.

16. On October 7, 2004 at my instruction, an associate employed at my firm, forwarded, via Federal Express, a second copy of the Utility Application and a third copy of the Oath and Declaration to Ms. Wodtke at her last known mailing and residence address via overnight courier. I enclosed a postage paid return envelope for her convenience. A copy of my October 7, 2004 letter, without copies of the enclosures, is attached as Exhibit 6.

17. Based on Federal Express records, the October 7, 2004 letter and enclosed materials were successfully delivered to the last known address of Ms. Wodtke. A copy of the FedEx Internet tracking result is attached as Exhibit 7.

18. To date I have not received any word from Ms. Wodtke, nor a signed Declaration from Ms. Wodtke, nor do I believe I ever will.

19. By Ms. Wodtke's actions, Ms. Wodtke is refusing to execute the Oath and Declaration, after three attempts, and I believe I will not receive a signed Declaration from Ms. Wodtke in time to file them with the United States Patent and Trademark office in a timely response to the outstanding Notice to File Missing Parts, or at any time.

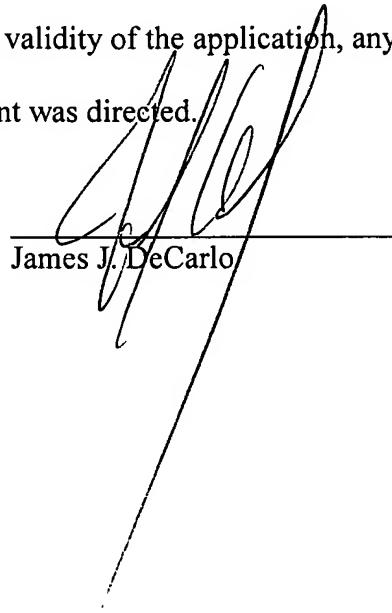
20. Accordingly, I respectfully request that the Commissioner allow the Petition To Accept The Signature Of Three Joint Inventors On Behalf Of Themselves And On Behalf Of A Joint Inventor Who Refuses To Join In The Application (37 CFR § 1.47(a)).

I hereby declare that all statements made herein of my own knowledge are true; and all statements made on information and belief are believed to be true; and further that these

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statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code, and that willful false statements may jeopardize the validity of the application, any patent issuing thereon or any patent to which this verified statement was directed.

Dated: 11/12/04

  
James J. DeCarlo

FOR USE OUTSIDE OF GEORGIA

**YAHOO! INC.  
EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT**

THIS AGREEMENT is entered into as of November 25th by and between Yahoo! Inc., a Delaware corporation with offices at 701 First Avenue, Sunnyvale, CA 94089, and Christina Wodtke.

In exchange for becoming employed by or continuing employment with Yahoo! Inc., or its subsidiaries, affiliates, successors or assigns (hereinafter referred to collectively as "Yahoo!"), I hereby agree as follows:

1. I shall perform for Yahoo! such duties as may be designated by Yahoo! from time to time. During my period of employment with Yahoo!, I shall devote my best efforts to the interests of Yahoo! and shall not engage in other employment or services without the prior written consent of Yahoo! or in any activities detrimental to the best interests of Yahoo!. I agree that my employment with Yahoo! is on an "at will" basis, and may be terminated by me or Yahoo! at any time, with or without cause or notice. I agree that the activities of Yahoo! are nationwide and worldwide in character.

2. As used in this Agreement, the term "**Confidential Information**" means all technical and non-technical information of Yahoo! or its advertisers, content providers, subscribers, licensors, licensees, vendors or business partners, regardless of the media or manner in which it is stored or conveyed to me, that relates to the business of Yahoo! or its advertisers, content providers, subscribers, licensors, licensees, vendors or business partners that (a) Yahoo! has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure, or (b) which would under the circumstances appear to a reasonable person to be confidential or proprietary. Confidential Information includes information I learn or develop in connection with my employment with Yahoo!, including, but not limited to; product information, plans, specifications, designs and pricing; APIs; non-public financial information, including forecasts, budgets and data; marketing and advertising plans, budgets and studies; business strategies; the identities of the key decision makers at Yahoo!'s advertisers, content providers, subscribers, licensors, licensees, vendors or other business partners; the particular needs and preferences of Yahoo!'s advertisers, content providers, subscribers, licensors, licensees or other business partners, and Yahoo!'s approaches and strategies for satisfying those needs and preferences; contracts, credit procedures and terms; research and development plans; software; hardware; employment and personnel information (including, without limitation, the names, addresses, compensation, specific capabilities, and performance evaluations of Yahoo! personnel; information regarding, and used, in employee training; and information relating to employee stock ownership or entitlement); information relating to Yahoo! stock or assets or proposed or ongoing acquisitions or takeovers by or on behalf of Yahoo!; and know-how. The foregoing are only examples of Confidential Information. If I am uncertain as to whether any particular information or material constitutes Confidential Information, I shall ask my direct supervisor or, if I am no longer employed by Yahoo!, Yahoo!'s General Counsel.

3. Confidential Information does not include information that I can show by competent proof (a) was generally known to the relevant public at the time of disclosure, or became generally known after disclosure to me without breach of this Agreement; (b) was lawfully received by me from a third party who was not under such restrictions; (c) was known to me without such restrictions prior to its receipt from Yahoo!; (d) was independently developed by me or independent third parties without breach of this Agreement; or (e) is required to be disclosed by me pursuant to judicial order or other compulsion of law, but only as required by such order and provided that I provide to Yahoo! prompt notice of any efforts to obtain such order and comply with any protective order imposed on such disclosure.

**FOR USE OUTSIDE OF GEORGIA**

4. I acknowledge and agree that Yahoo! has an identifiable interest in protecting its rights and ownership of all of its intellectual property, including, without limitation, its patents, copyrights, trademarks, inventions, know-how, trade secrets and other Confidential Information (collectively, "Proprietary Information").

5. I acknowledge and agree that in the course of my employment with Yahoo!, I may gain access to Yahoo!'s Proprietary Information, that Proprietary Information consists of valuable, special and unique assets of Yahoo! and its affiliates' businesses, and that access to such Proprietary Information is granted to me only for the purpose of enabling me to perform my duties for Yahoo!.

6. I agree that both during and following the termination of my employment with Yahoo! for any reason, I shall hold in confidence all Confidential Information of Yahoo! furnished by Yahoo! to me, or reproduced or developed by me based on or incorporating Yahoo!'s Proprietary Information. I agree that, except with Yahoo!'s prior written permission or in furtherance of my duties for Yahoo!, I shall not, directly or indirectly, use, disclose, reproduce, distribute, reverse, engineer, or otherwise misappropriate any Proprietary Information, in whole or in part, and shall take no action that may cause, or fail to take any action necessary to prevent causing, any Proprietary Information to lose its character as Proprietary Information. Upon termination of my employment with Yahoo! for any reason, or upon any earlier request by Yahoo!, I shall promptly return to Yahoo! or destroy all documents or materials, of any nature, in my possession, custody or control containing Proprietary Information (regardless of the medium in which such information is stored) that have been furnished by Yahoo! to me, or reproduced or developed by me based on or incorporating Yahoo!'s Proprietary Information. To prevent the dissemination of any Confidential Information, I shall not publish or distribute any books, articles, films, or works in any media about Yahoo! without prior written approval of Yahoo!'s legal department.

7. As used in this Agreement, the term "Inventions" includes trademarks, logos, designs, Confidential Information, original works of authorship, manufacturing techniques, business plans or strategies, formulae, processes, inventions, discoveries, improvements, ideas, conceptions, compilations of data, developments, whether or not patentable, tested, reduced to practice, subject to copyright or other forms of protection, including all rights to obtain, register, perfect, renew, extend, continue, divide and enforce these proprietary interests; provided that the term "Inventions" shall not be deemed to include those inventions, if any, listed on the Schedule A attached to this Agreement, which is incorporated by reference and contains no confidential information of third parties.

8. Without further compensation, I hereby agree to promptly disclose to Yahoo!, and I hereby assign to Yahoo! or its designee, my entire right, title, and interest in and to, and all claims for past infringement of, all Inventions which I may solely or jointly develop or reduce to practice during (a) the time I am employed, whether or not during normal working hours, (b) any prior period in which I performed services for or on behalf of Yahoo!, or (c) within three (3) months following the termination of my employment with Yahoo!, which (i) relate to, result from or are suggested by any current or reasonably anticipated business activity of Yahoo!, (ii) are aided by the use of time, material, Proprietary Information or facilities of Yahoo!, whether or not during working hours or (iii) relate to any work I performed for Yahoo!, whether or not during normal working hours, at any time. I understand and agree that any inventions I create at any time which incorporate the Proprietary Information or other property of Yahoo! are the property of Yahoo! and I hereby assign all such Inventions. This assignment is intended to and does extend to Inventions which have not yet been created. No rights are hereby conveyed in Inventions, if any, made by me prior to my employment with Yahoo! which are identified in the attached Schedule A. Notwithstanding the foregoing, this Agreement does not apply to any Invention that I developed entirely on my own time without using Yahoo!'s equipment, supplies, facilities, or Proprietary Information except for those Inventions that either relate at the time of conception or reduction to practice

FOR USE OUTSIDE OF GEORGIA

of the Invention to Yahoo!'s business, or actual or demonstrably anticipated research or development of Yahoo!; or result from any work performed by me for Yahoo!. I agree to identify all Inventions made by me to Yahoo! in confidence to permit a determination as to whether or not the Inventions are the property of Yahoo!, and I agree to disclose all information Yahoo! reasonably requests about Inventions including those I contend qualify under this exception to my duty to assign Inventions. I shall not apply for any patent, copyright, or trademark on any Inventions conceived during any period of employment with Yahoo! without the prior written approval of Yahoo!'s legal department.

9. I agree to perform, during and after my employment, all acts deemed necessary or desirable by Yahoo! to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to Yahoo! as set forth in paragraph 8 above. Such acts may include, but are not limited to, executing documents and assisting or cooperating in legal proceedings.

10. If Yahoo! is unable for any reason to secure my signature to apply for or to pursue any application for any Inventions assigned to Yahoo! as above, then I hereby irrevocably designate and appoint Yahoo! and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or mask work or copyright registrations thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Yahoo! any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents, mask works or copyrights resulting from any such application for letters patent or mask work or copyright registrations assigned hereunder to Yahoo!.

11. I agree to abide faithfully by all Yahoo! rules, regulations and policies.

12. I represent that (a) my employment with Yahoo! and performance of this Agreement has not prior to the date hereof and shall not breach any agreement with any third party including any agreement to keep in confidence proprietary information, knowledge, data or materials acquired by me in confidence prior to becoming employed by Yahoo!; and (b) I have not previously and shall not at any future time disclose to Yahoo!, or use for Yahoo!, any confidential or proprietary information, knowledge or data or materials belonging to any previous employer or other third party. I agree not to enter into any agreement that conflicts with the provisions of this Agreement, and certify that, to the best of my knowledge, I am not a party to any other agreement which shall interfere with my full compliance with this Agreement.

13. Without limiting any other provision of this Agreement, I agree that for nine (9) months after the date of termination of my employment by Yahoo! for any reason, I shall not (a) solicit for a competitor of Yahoo! or attempt to gain the business of for a competitor of Yahoo! any customer of Yahoo! that I solicited or served or about which I learned Confidential Information during the nine (9) months immediately prior to the termination of my employment with Yahoo!, or (b) solicit for employment any personnel employed by Yahoo! during the nine (9) months immediately prior to the termination of my employment with Yahoo!, or assist others in performing any activities described in paragraphs 13(a) or (b), whether for pay or otherwise. For purposes of this provision only, "Customer" shall include licensors/licensees, resellers, strategic alliance partners, co-brand partners, suppliers, and content providers, but not individual subscribers to Yahoo!'s services.

14. This Agreement (a) does not in any way restrict my right or the right of Yahoo! to terminate my employment, (b) inures to the benefit of successors and assigns of Yahoo!, and (c) is binding upon my heirs and legal representatives.

FOR USE OUTSIDE OF GEORGIA

15. Yahoo! shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Yahoo! may have for a breach of this Agreement.

16. If one or more of the provisions in this Agreement is deemed unenforceable by law, then the remaining provisions shall continue in full force and effect. If any portion of this Agreement is determined in arbitration or litigation to be overly broad in time, scope or subject matter, it shall be modified to the extent necessary to make it enforceable.

17. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof as of the Effective Date, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. No party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. This Agreement does not supersede agreements I may have with Yahoo! relating to other subjects.

18. The provisions of the Agreement shall apply to the entire term of my employment with Yahoo!, including all such periods prior to the date of this Agreement.

19. All provisions of this Agreement, except paragraph 1, shall survive the termination of my employment with Yahoo! for any reason.

20. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and shall fully and faithfully comply with such provisions.

IN WITNESS WHEREOF the parties have executed this Agreement.

YAHOO! INC.

By: Spencer Davis

Title: HR OPS

Date: 11/25/02

EMPLOYEE

By: Christina Weller

Signature: 

Date: 11/25/02

**FOR USE OUTSIDE OF GEORGIA**

**Schedule A**

**List of Inventions**

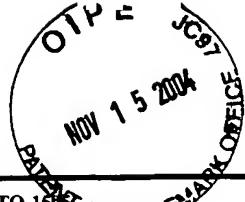
If none, initial here:

Otherwise, list inventions below:

All "Inventions" that are described in the book Information Architecture: Blueprints for the Web. Library of congress # 2001097870

All "Inventions" described at [www.eleganthack.com](http://www.eleganthack.com), [www.blueprintsfortheweb.com](http://www.blueprintsfortheweb.com), [www.boxesandarrows.com](http://www.boxesandarrows.com) predating the employment start.





Form PTO-156  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Docket No.: 694231/0090

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kevin Ellis  
Christina Wodtke  
Jennifer Crakow  
Qi Lu

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

May 30, 2003; June 5, 2003; June 25,  
2003; July 1, 2003;

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: YAHOO! Inc.

Internal Address: 701 First Avenue

Sunnyvale, California 94089

Street Address: Same As Above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

Serial No. 60/466,999 filed April 30, 2003

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James J. DeCarlo, Esq.

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY Zip: 10038

6. Total number of applications and patents involved:  1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

James J. DeCarlo, Reg. No. 36,120

Name of Person Signing

Signature

July 7, 2003

Date

Total number of pages including cover sheet, attachments, and documents:  8

Mail documents to be recorded with required cover sheet information to:  
Commissioner for Patents, Mail Stop Assignments, PO Box 1450  
Alexandria, Virginia 22313-1450

**RECORDATION FORM COVER SHEET**

**PATENTS ONLY**

**Page 2**

Docket No. 694231/0090

Patent Application Serial No.: 60/466,999 filed April 30, 2003

**1. Additional names of conveying party(ies):**

**Norman X. Shi**

Docket No.  
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JJD/KCE

## ASSIGNMENT

WHEREAS, WE, Kevin ELLIS, a citizen of the United States of America, residing at 337 Fulton Street, #32, San Francisco, California 94102, Christina WODTKE, a citizen of the United States of America, residing at 675 Kendall Avenue, Palo Alto, California 94306, Jennifer CRAKOW, a citizen of the United States, residing at 3951 18th Street, #6, San Francisco, California 94114, Qi LU, a citizen of the United States of America, residing at 20847 Russell Lane, Saratoga, California 95070 and Norman X. SHI, a citizen of the United States of America, residing at 38679 Chrisholm Place, Fremont, California 94536 hereinafter referred to as ASSIGNORS, have invented certain new and useful improvements in A SYSTEM AND METHOD FOR PROVIDING AN IMPROVED GRAPHICAL USER INTERFACE FOR WEB SEARCH for which we filed a U.S. Provisional Patent Application on April 30, 2003 (the "Application") which was assigned Serial No. 60/466,999.

WHEREAS, YAHOO! Inc., a corporation organized and existing under the laws of the State of Delaware, having a mailing address at 701 First Avenue, Sunnyvale, CA 94089, hereinafter referred to as ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the improvements and the Application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the Application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the improvements to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY grant to James J. DeCarlo, Lawrence Rosenthal, Steven B. Pokotilow, Matthew W. Siegal, and Ian G. DiBernardo, attorneys with the firm of STROOCK & STROOCK & LAVAN LLP, the right and full power of attorney to enter all further identifying information of the improvements and the application as may be deemed necessary or desirable for the recordation or perfection of this ASSIGNMENT.

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AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting the improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, we have set our hand and seal to this Assignment.

10/5, 2003



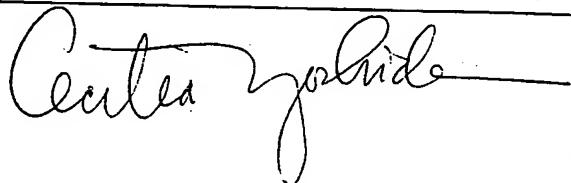
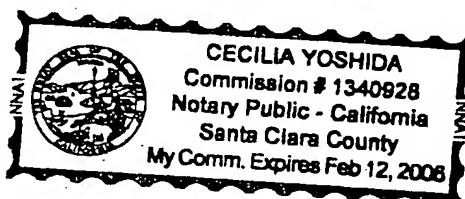
Kevin ELLIS

State of California

ss.:

County of Santa Clara

On this 5<sup>th</sup> day of June, 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin ELLIS to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Docket No.  
694231/0090

June 25, 2003

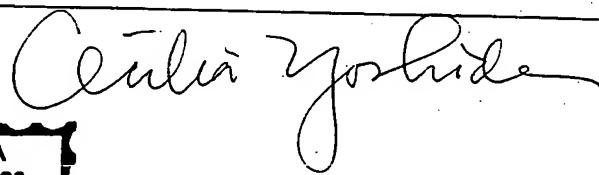
  
Christina WODTKE

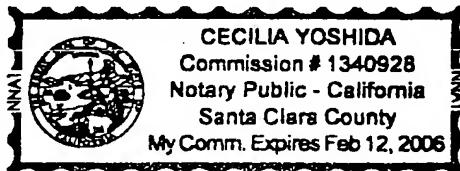
State of Calif.)

) ss.:

County of Santa Clara

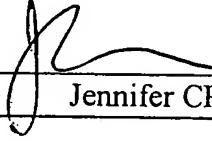
On this 25 day of June, 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Christina WODTKE, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and she acknowledged the same to be her free act and deed.





Docket No.  
694231/0090

0/51, 2003

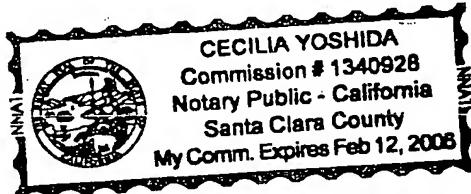
  
Jennifer CRAKOW

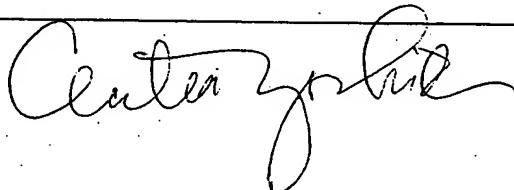
State of California

ss.:

County of Santa Clara

On this 5 day of June, 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Jennifer CRAKOW, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and she acknowledged the same to be her free act and deed.





Docket No.  
694231/0090

July 1st, 2003

Qi LIU

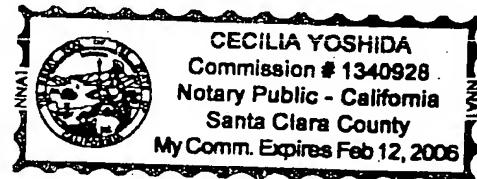
Qi LIU

State of Calif. )

) ss.:

County of Santa Clara

On this 1<sup>st</sup> day of July, 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Qi LIU to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Docket No.  
694231/0090

May 30, 2003



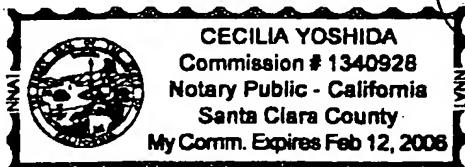
Norman X. SHI

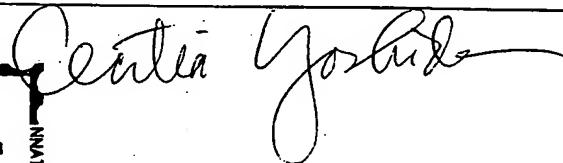
State of California

) ss.:

County of Santa Clara

On this 30 day of May, 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Norman X. SHI to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.







**UNITED STATES PATENT AND TRADEMARK OFFICE**

**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APRIL 02, 2004

PTAS

STROOCK & STROOCK & LAVAN LLP  
JAMES J. DECARLO  
180 MAIDEN LANE  
NEW YORK, NY 10038

**CORRECTED  
NOTICE**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/10/2003

REEL/FRAME: 014249/0063

NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
ELLIS, KEVIN

DOC DATE: 06/05/2003

ASSIGNOR:  
WODTKE, CHRISTINA

DOC DATE: 06/25/2003

ASSIGNOR:  
CRAKOW, JENNIFER

DOC DATE: 06/05/2003

ASSIGNOR:  
LU, OI

DOC. DATE: 05/30/2003

ASSIGNOR:  
SHI, NORMAN X.

014249/0063 PAGE 2

ASSIGNEE:  
YAHOO! INC.  
701 FIRST AVENUE  
SUNNYVALE, CALIFORNIA 94089

SERIAL NUMBER: 60466999  
PATENT NUMBER:

FILING DATE: 04/30/2003  
ISSUE DATE:

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# STROOCK

February 25, 2004

James J. DeCarlo  
Direct Dial 212-806-5742  
jdecarlo@stroock.com

VIA UPS

Ms. Christina Wodtke  
Yahoo! Inc.  
701 First Avenue  
Sunnyvale, CA 94089

Re: New U.S. Utility Patent Application corresponding to  
U.S. Provisional Patent Application S/N 60/466,999  
Filed: April 30, 2003  
For: A SYSTEM AND METHOD FOR PROVIDING AN  
IMPROVED GRAPHICAL USER INTERFACE FOR SEARCH  
Our Client/Matter No.: 694231/0090

Dear Christina:

We are pleased to report that we have filed the above-identified application with the U.S. Patent and Trademark Office on February 20, 2004. Enclosed is a copy of the application as filed for your records. Also enclosed is a copy of an unexecuted Declaration and Power of Attorney and Assignment forms. Please sign these forms as indicated by the flags and have the Assignment notarized. Only the Assignment need be notarized.

Once signed, please return only the Original signed Declaration and Power of Attorney and Assignment documents in the enclosed prepaid Federal Express envelope. You may retain a copy of the Declaration and Assignment documents for your records.

Should you have any questions or comments, please do not hesitate to contact us.

Best regards,

James J. DeCarlo  
Enclosures

cc: Aditya Krishnan, Esq. (w/o enclosures)  
Ms. Cecilia Ziniti (w/o enclosures)

SSL-DOCS1 1431157v1

# STROOCK

June 4, 2004

James J. DeCarlo  
Direct Dial 212-806-5742  
jdecarlo@stroock.com

VIA UPS

Ms. Christina Wodtke  
Yahoo! Inc.  
701 First Avenue  
Sunnyvale, CA 94089

Re: U.S. Utility Patent Application S/N 10/783,862 corresponding to  
U.S. Provisional Patent Application S/N 60/466,999  
Filed: February 20, 2004 and April 30, 2003  
For: A SYSTEM AND METHOD FOR PROVIDING AN  
IMPROVED GRAPHICAL USER INTERFACE FOR SEARCH  
Our Client/Matter No.: 694231/0090

Dear Christina:

As you are aware, we filed the above-identified utility patent application with the U.S. Patent and Trademark Office on February 20, 2004. We have received a Notice to File Missing Parts which requires the filing of an executed Declaration and Power of Attorney from the named inventors by **July 14, 2004**. In addition, a new Assignment is required for the Utility Application.

Enclosed please find a copy of the Declaration and Power of Attorney and Assignment forms. Please sign and date the Declaration and Power of Attorney form and sign, date and have notarized the Assignment form. **Only the Assignment form needs to be notarized.** Once you have signed the documents, kindly return only the Original signed Declaration and Power of Attorney and notarized Assignment documents in the enclosed prepaid Fedex envelope. You may retain a copy of the Declaration and Assignment documents for your records.

Should you have any questions or comments, please do not hesitate to contact us.

Best regards,

  
James J. DeCarlo  
Enclosures

cc: Ms. Cecilia Ziniti (w/o enclosures)

SSL-DOCS1 1463945v1

STROOCK & STROOCK & LAVAN LLP • NEW YORK • LOS ANGELES • MIAMI  
180 MAIDEN LANE, NEW YORK, NY 10038-4982 TEL 212.806.5400 FAX 212.806.6006 WWW.STROOCK.COM



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NAME **Kevin C. Ecker, Esq.** TELEPHONE **212-806-648**

COMPANY **STROOCK-STROOCK LAVAN.**

STREET ADDRESS **180 MAIDEN LN RM BSMT**

CITY AND STATE **NEW YORK NY 10038-4925**

**2 EXTREMELY URGENT DELIVERY TO**

NAME **Ms. Christina Wodtke** TELEPHONE **( 408 ) 349-3300**

COMPANY **Yahoo! Inc.**

STREET ADDRESS **701 First Avenue** DEPT./FLR. **Residential**

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# STROOCK

VIA FEDEX

October 7, 2004

James J. DeCarlo  
Direct Dial 212-806-5742  
Direct Fax 212-806-7742  
JDECARLO@stroock.com

Ms. Christina Wodtke  
675 Kendall Avenue  
Palo Alto, CA 94306

Re: New U.S. Utility Patent Application S/N 10/783,862  
Filed: February 20, 2004  
For: A SYSTEM AND METHOD FOR PROVIDING AN  
IMPROVED GRAPHICAL USER INTERFACE FOR SEARCH  
Our Client/Matter No.: 694231/0090

Dear Christina:

Enclosed please find a second copy of the application, the Oath and Declaration, and the assignment. Also included is an Oath required for filing in Taiwan.

Please sign the documents and return them to me ASAP in the enclosed postage paid envelop. You may retain a copy of the documents. Please note that only the assignment document need to be notarized. If notarization is difficult, just sign and return.

Should you have any questions in regard to these documents, please do not hesitate to give me a call.

Best regards,



James J. DeCarlo  
Partner

cc: Ms. Cecilia Ziniti

[Enclosures]

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